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U. S. DEPARTMENT OF AGRICULTURE, INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

SERVICE AND REGULATORY ANNOUNCEMENTS.¹

MARCH AND APRIL, 1915.

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to section 4 of the Insecticide Act of 1910.]

149. Misbranding of "Rudisch's Bug Destroyer." U. S. v. White Tar Co. Plea of guilty. Fine, \$5. (I. & F. No. 177. Dom. No. 7089.)

On December 26, 1913, the United States attorney for the Eastern District of New York, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against the White Tar Co., New York, N. Y., a corporation, alleging the shipment and delivery for shipment, on June 4, 1912, from New York, in the State of New York, to St. Paul, in the State of Minnesota, of a quantity of an article called "Rudisch's Bug Destroyer," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans labeled and branded as follows: "Rudisch's Bug Destroyer. Not Inflammable. Bed Bugs and their Broods are instantly killed with this Fluid. Directions. * * * Prepared by The White Tar Company, New York."

Misbranding of the article was alleged in the information in that it was an insecticide other than Paris green or lead arsenate, and that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and neither the name and the percentage amount of said inert ingredient nor the names and percentage amounts of each and every ingredient of the insecticide having insecticidal properties, and the total percentage of inert ingredients present, were stated on the label.

On October 5, 1914, the defendant, the White Tar Co., withdrew a plea of not guilty, previously entered, and entered a plea of guilty, and the court imposed a fine of \$5.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., April 29, 1915.

¹ In conformity with Memorandum No. 57 of the Acting Secretary of Agriculture, dated December 26, 1913, prescribing a uniform plan for the publication of information bearing on regulatory matters of the Department of Agriculture, this publication is issued monthly, or less frequently, as occasion may warrant, by the Insecticide and Fungicide Board. Heretofore, announcement to the public of notices of court judgments and official decisions under the Insecticide Act of 1910 and opinions of the board relating to the application of the law to specific points have been in the form of single printed sheets, or in the form of letters to individuals. Under the present plan they are all published in these Service and Regulatory Announcements of the Insecticide and Fungicide Board.

Free distribution will be limited to firms, establishments, and journals especially concerned. Others desiring copies may obtain them from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 5 cents each or 50 cents a year.

150. Misbranding of "No-Flies-Here." U. S. v. Preservaline Manufacturing Co. Plea of nolo contendere. Sentence suspended. (I. & F. No. 186. Dom. No. 6991.)

At the February term, 1914, of the United States District Court for the Eastern District of New York the United States attorney for said district, acting upon the report of the Secretary of Agriculture, filed information in said court against The Preservaline Manufacturing Co., New York, N. Y., a corporation, alleging the shipment and delivery for shipment on July 22, 1912, from the State of New York into the State of Maryland, of a quantity of an article called "No-Flies-Here," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans labeled and branded as follows: "No-Flies-Here * * * No-Flies-Here is packed in 1 quart * * * cans * * *. Put out only by The Preservaline Mfg. Co., Brooklyn, New York, U. S. A."

Misbranding of the article was alleged in the information in that it was an insecticide, and that it was in package form and the contents were stated in terms of measure on the outside of the package, but they were not correctly stated on the outside of the package; that is to say, the label on the package bore the statement, "No-Flies-Here is packed in 1 quart cans," whereas, in truth and in fact, the package contained less than 1 quart, to wit, 0.8844 quart. Misbranding of the article was alleged further in that it was an insecticide other than Paris green and lead arsenate, and it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of said inert ingredient were not stated on the label, nor, in lieu of the name and percentage amount of said inert ingredient, were the names and percentage amounts of each and every ingredient of said insecticide having insecticidal properties, and the total percentage of the said inert ingredient stated on the label.

On May 12, 1914, the defendant, The Preservaline Manufacturing Co., entered a plea of nolo contendere, and the court suspended sentence.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., April 29, 1915.

151. Misbranding of "Sanford's Last Meal For Roaches And Water Bugs." U. S. v. Holton & Adams. Plea of guilty. Sentence suspended. (I. & F. No. 235. Dom. No. 7677.)

On May 26, 1914, the United States attorney for the Eastern District of New York, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against Holton & Adams, New York, N. Y., a corporation, alleging the shipment and delivery for shipment, on December 27, 1912, from New York, in the State of New York, to Cleveland, in the State of Ohio, of a quantity of an article called "Sanford's Last Meal For Roaches And Water Bugs," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 144 cans labeled and branded as follows: "A great chemical discovery. Sanford's Last Meal For Roaches And Water Bugs * * * Holton & Adams Manufacturers New York, U. S. A."

Misbranding of the article was alleged in the information in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of inert substances, to wit, cocoa shell tissue, bone meal, potato starch, an unidentified crystalline substance, and a trace of other matter, which substances do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the packages containing the insecticide, nor, in lieu of the names and percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the insecticide having insecticidal properties and the total percentage of the inert ingredients present stated plainly and correctly, or at all, on each or any of the labels on the packages containing the insecticide.

On October 10, 1914, the defendant, Holton & Adams, entered a plea of guilty, and the court suspended sentence.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

152. Misbranding of "Standard Fly and Germ Killer." U. S. v. D. B. Smith. Plea of guilty. Fine, \$20. (I. & F. Nos. 178, 179. Dom. Nos. 6811, 7655.)

On April 7, 1914, the United States attorney for the Northern District of New York, acting upon the report of the Secretary of Agriculture, filed information, in two counts, in the District Court of the United States for said district against D. B. Smith, trading under the name and style of D. B. Smith & Co., at Utica, N. Y., alleging the shipment and delivery for shipment, on April 18, 1912, from Utica, in the State of New York, to Seattle, in the State of Washington, in one count, and from Utica, in the State of New York, to Grand Rapids, in the State of Michigan, in the other count, of quantities of an article called "Standard Fly And Germ Killer," which were misbranded within the meaning of the Insecticide Act of 1910. The article in each shipment was contained in cans labeled and branded as follows: "Standard Fly And Germ Killer. A Preparation to Protect Cows and Horses from the Torture of Flies * * * Kills Lice on Cattle and Poultry. Manufactured only by D. B. Smith & Co. Utica, N. Y. U. S. A. One Gallon. * * * ."

Misbranding of the article, in each shipment, was alleged in the information in that it was an insecticide (1) and that the labels on the cans thereof bore the words and statement regarding the article "One Gallon," which were false and misleading in that they conveyed the meaning that each of the cans contained 1 gallon of the insecticide, whereas, in fact and in truth, each of the cans did not contain 1 gallon, but contained less than 1 gallon, of the insecticide; (2) and that it was labeled and branded so as to deceive and mislead the purchaser thereof, in that the labels on the cans thereof bore the words and statement, "One Gallon," which deceived and misled the purchaser thereof into believing that each of the cans contained 1 gallon of the insecticide, whereas, in fact and in truth, each of the cans did not contain 1 gallon, but contained less than 1 gallon, of the insecticide; and (3) that it was in package form and the contents of the packages were not correctly stated on the outside of the packages, in that the labels on the packages bore the words and statement, "One Gallon," which conveyed the meaning that each of the packages contained 1 gallon of the insecticide, whereas, in fact and in truth, each of the packages did not contain 1 gallon, but contained less than 1 gallon, of the insecticide.

On April 21, 1914, the defendant, D. B. Smith, entered a plea of guilty, and the court imposed a fine of \$20.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, *April 29, 1915.*

153. Adulteration and misbranding of "Vreeland's 'Electro' Bordo-Lead Mixture." Misbranding of "Vreeland's 'Electro' Arsenate of Lead." Adulteration and misbranding of "Vreeland's 'Electro' Bordo-Pulp." U. S. v. Vreeland Chemical Co. Plea of non vult. Fine, \$50 on first count. Sentence suspended on remaining counts. (I. & F. Nos. 115, 116, 127, 138. Dom. Nos. 6817, 6112, 6111, 6816.)

On February 10, 1914, the United States attorney for the District of New Jersey, acting upon the report of the Secretary of Agriculture, filed information, in eight counts, in the District Court of the United States for said district against the Vreeland Chemical Co., a corporation conducting and carrying on business at New Brunswick, N. J., and having a factory at Little Falls, N. J., alleging violations of the Insecticide Act of 1910.

In the first and second counts of the information it was alleged that the Vreeland Chemical Co. shipped and delivered for shipment, on March 23, 1912, from Little Falls, in the State of New Jersey, to Seattle, in the State of Washington, a quantity of

an article called "Vreeland's 'Electro' Bordo-Lead Mixture," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 72 10-pound kits labeled and branded as follows: "Vreeland's 'Electro' Bordo-Lead Mixture. A Fungicide and Insecticide. * * * 'Won't wash off.' Guaranteed by the Vreeland Chemical Company under the Insecticide Act of 1910. Serial No. 131. Copper oxide (CuO) 2.10-2.5%. Arsenic oxide (As_2O_5) 10-11%. Calcium oxide (CaO) 2.25-4%. Water (when packed) 60-65%. Manufactured by the Vreeland Chemical Co., 50 Church St., New York. Factory, Little Falls, New Jersey. * * *" (Supplementary label) "Total combined metallic arsenic 6.52-7.17 per cent. Water soluble metallic arsenic .107-.117 percent. Inert ingredient water (when packed) 60-65 per cent. The above water is expressed as inert to conform strictly to the ruling of the Insecticide Act. Water must be present, however, otherwise the material would be of no value." (Stenciled on top) "Gross $12\frac{1}{2}$ lbs. Net 10 lbs." Misbranding of the article was alleged in the first count of the information (1) in that the label bore the statement that 10 to 11 per cent of arsenic oxid was present therein, whereas, in truth and in fact, a less percentage of arsenic oxid was present; (2) and in that the label stated the net weight to be 10 pounds, whereas, in truth and in fact, less of the article was present both on the water basis existing in the preparation and on the 60 to 65 per cent water basis claimed on the label; (3) and in that the label bore the statement that the article contained 6.52 to 7.17 per cent total combined metallic arsenic, whereas, in truth and in fact, less than the percentage was present; (4) and in that the label bore the statement "Won't wash off," which was false and misleading; (5) and in that it consisted partially of inert substances (substances other than lead arsenate and copper) which do not prevent, destroy, repel, or mitigate insects or fungi, and did not have the names and percentage amounts of each and every one of such inert ingredients plainly and correctly stated on the label, nor did the label bear a statement of the names and percentage amounts of each and every ingredient having insecticidal or fungicidal properties (lead arsenate and copper) and the total percentage of the inert ingredients present. Adulteration of the article was alleged in the second count of the information in that the label bore the statement that the article when packed contained 60 to 65 per cent water, whereas, in truth and in fact, the article contained more than 65 per cent water, the strength or purity of the product thereby falling below the professed standard or quality under which it was sold.

In the third and fourth counts of the information it was alleged that the Vreeland Chemical Co. shipped and delivered for shipment, on April 23, 1912, from Little Falls, in the State of New Jersey, to Philadelphia, in the State of Pennsylvania, a quantity of an article called "Vreeland's 'Electro' Bordo-Lead Mixture," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 42 packages labeled and branded as follows: "Vreeland's 'Electro' Bordo-Lead Mixture. A Fungicide and Insecticide * * * Guaranteed by the Vreeland Chemical Company under the Insecticide Act of 1910. Serial No. 131. Copper oxide (CuO) 2.10-2.50%. Arsenic oxide (As_2O_5) 10-11%. Calcium oxide (CaO) 2.25-4%. Water (when packed) 60-65%. Manufactured by the Vreeland Chemical Company, 50 Church St., New York. * * *." Misbranding of the article was alleged in the third count of the information (1) in that the label claimed that the article contained 10 to 11 per cent of arsenic oxid, whereas in fact a less percentage of arsenic oxid was present in the article; (2) and in that the label claimed that the article contained when packed 60 to 65 per cent water, whereas, in truth and in fact, the article contained a larger percentage of water, and did contain a larger percentage at the time the article was packed; (3) and in that the article contained arsenic, and the amount of arsenic (expressed as per centum of metallic arsenic) was not stated on the label; (4) and in that the article contained arsenic in water-soluble forms, and the amount of arsenic in water-soluble forms (expressed as per centum of metallic

arsenic) was not stated on the label; (5) and in that the article consisted partially of inert substances (substances other than lead arsenate and copper) which do not prevent, destroy, repel, or mitigate insects or fungi, and did not have the names and percentage amounts of each and every one of such inert ingredients plainly and correctly stated on the label, nor did the label bear a statement of the names and percentage amounts of each and every ingredient having insecticidal or fungicidal properties (lead arsenate and copper) and the total percentage of the inert ingredients present. Adulteration of the article was alleged in the fourth count of the information in that the label bore the statement that the article when packed contained 60 to 65 per cent water, whereas, in truth and in fact, the article contained more than 65 per cent water, the strength and purity of the product thereby falling below the professed standard and quality under which it was sold.

In the fifth count of the information it was alleged that the Vreeland Chemical Co. shipped and delivered for shipment, on April 23, 1912, from Little Falls, in the State of New Jersey, to Philadelphia, in the State of Pennsylvania, a quantity of an article called "Vreeland's 'Electro' Arsenate of Lead," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in packages labeled and branded as follows: "Vreeland's 'Electro' Arsenate of Lead. An unequaled insecticide for leaf eating insects. Guaranteed by the Vreeland Chemical Company under the Insecticide Act of 1910. Serial No. 131. 20% Arsenic Oxide (As_2O_3) on the basis of 40% water. Containing less than 1/3 of 1% Soluble Arsenic. Manufactured by the Vreeland Chemical Company, 50 Church St., New York. Factory, Little Falls, New Jersey. This material is 1/3 stronger than the ordinary 15% Arsenate of Lead and therefore use 2 pounds of Vreeland's Electro Arsenate of Lead where you have used 3 pounds of other makes, * * *." Misbranding of the article was alleged in the information (1) in that the label bore the statement, "This material is 1/3 stronger than the ordinary 15% Arsenate of Lead and therefore use 2 pounds of Vreeland's Electro Arsenate of Lead where you have used 3 pounds of other makes," whereas, in truth and in fact, the material was not one-third stronger than the ordinary 15 per cent arsenate of lead, and 2 pounds of said material was less in strength than 3 pounds of ordinary arsenate of lead containing 15 per cent arsenate of lead, by reason whereof the product was labeled and branded so as to deceive and mislead the purchaser.

In the sixth, seventh, and eighth counts of the information it was alleged that the Vreeland Chemical Co. shipped and delivered for shipment, on March 23, 1912, from Little Falls, in the State of New Jersey, to Seattle, in the State of Washington, a quantity of an article called "Vreeland's 'Electro' Bordo-Pulp," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 72 10-pound kits labeled and branded as follows: "Vreeland's 'Electro' Bordo-Pulp * * * Carefully prepared. Excess of lime removed. Does not contain grit. Guaranteed by the Vreeland Chemical Company under the Insecticide Act of 1910. Serial No. 131. Copper oxide (CuO) 7-8%. Calcium oxide (CaO) 18-22%. Inert Ingredient Water (when packed) 60-65%. Manufactured by the Vreeland Chemical Co., 50 Church St., New York. Factory, Little Falls, New Jersey. * * * Gross $12\frac{1}{2}$ lbs. Net 10 lbs." Adulteration of the article was alleged in the sixth count of the information in that the label bore the statement to the effect that the article when packed contained 60 to 65 per cent water, whereas, in truth and in fact, the article contained more than 65 per cent water, the strength of the article thereby falling below the professed standard and quality under which it was sold. Adulteration of the article was alleged in the seventh count in that, the intent and meaning of the statement "Bordo-Pulp" being that the article was Bordeaux mixture pulp, whereas a certain substance, to wit, lead arsenate, had been substituted in part for Bordeaux pulp.

Misbranding of the article was alleged in the eighth count (1) in that the label bore the statement "Bordo-Pulp," the intent and meaning of said statement and designation being that the article was Bordeaux mixture pulp, whereas, in truth and in fact, the article was not wholly or exclusively Bordeaux mixture pulp, but consisted of a mixture of Bordeaux pulp and lead arsenate; (2) and in that the label on the package bore the statement "Water (when packed) 60-65%," whereas, in truth and in fact, the article contained more than 65 per cent water; (3) and in that the label bore the statement "Net 10 lbs.," the intent and meaning of said statement being that the package contained 10 pounds of the article, whereas, in truth and in fact, the package contained less than 10 pounds; by reason whereof the article was labeled and branded so as to deceive and mislead the purchaser; (4) and in that the article was in package form and the contents were stated in terms of weight, but they were not correctly stated on the outside of the package, in this, that the label on the outside of the package bore the statement "Net 10 lbs.," whereas, in truth and in fact, the package contained less than 10 pounds of the article; (5) and in that the article contained arsenic, and the total amount of arsenic present was not stated on the label; (6) and in that the article contained arsenic, and the amount of arsenic in water-soluble forms was not stated on the label.

On June 9, 1914, the defendant, the Vreeland Chemical Co., entered a plea of non vult to the information, and the court imposed a fine of \$50 on the first count thereof and suspended sentence on the other seven counts.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

154. Misbranding of "Wilson's Plant Oil." U. S. v. Wilson Plant Oil & Fertilizer Co. Plea of non vult. Fine, \$25. (I. & F. No. 248. Dom. No. 6766.)

On July 20, 1914, the United States attorney for the District of New Jersey, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against the Wilson Plant Oil & Fertilizer Co., New York, N. Y., a corporation, alleging the shipment and delivery for shipment, on November 15, 1911, from Elizabeth, in the State of New Jersey, to Washington, in the District of Columbia, of a quantity of an article called "Wilson's Plant Oil," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans labeled and branded as follows: "Wilson's Plant Oil. Manufactured by the Wilson Plant Oil & Fertilizer Co., 150 Nassau St., New York City. For Sale by all seedsmen and dealers in florists' supplies. * * * Directions. * * * For use on all plants and shrubbery under glass or out of doors. A beneficial insecticide, fungicide and life preserver. Guaranteed by Wilson Plant Oil & Fertilizer Co., under the Insecticide Act of 1910. Serial No. 252."

Misbranding of the article was alleged in the information in that it was an insecticide, and the words "Wilson's Plant Oil," borne on each of the labels on the packages, were false and misleading in that they conveyed the meaning and impression that the insecticide was composed essentially, or contained a considerable proportion, of oil or oils derived from plants; and that the insecticide was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that it was composed essentially, or contained a considerable proportion, of oil or oils derived from plants; whereas, in fact and in truth, the insecticide contained only a small and negligible proportion of oil or oils derived from plants. Misbranding of the article was alleged further, in that it was an insecticide, and that the words, borne on each of the labels on the packages, to the effect that the insecticide was an antiseptic, were false and misleading in that the insecticide possessed no antiseptic properties and would have no antiseptic effect; and that the insecticide was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that it possessed antiseptic properties and would have an antiseptic effect, whereas, in fact and in truth, the insecticide had no antiseptic properties and would have no antiseptic effect. Misbranding was

alleged further in that it was an insecticide; and that the words, borne on each of the labels on the packages, to the effect that the insecticide was a beneficial fungicide, were false and misleading in that the insecticide did not have any fungicidal properties, would not have any fungicidal effect, and did not contain any substance which had fungicidal properties and which would have fungicidal effects; and that the insecticide was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that it had fungicidal properties and would have fungicidal effect, whereas, in fact and in truth, the insecticide did not have any fungicidal properties, would not have any fungicidal effect, and did not contain any substance which had any fungicidal properties and which would have fungicidal effect. Misbranding of the article was alleged further in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which substance does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the packages containing the insecticide, nor, in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the insecticide having insecticidal properties and the total percentage of the inert ingredients present in the insecticide stated plainly and correctly, or at all, on each or any of the labels on the packages containing the insecticide.

On September 8, 1914, the defendant, the Wilson Plant Oil & Fertilizer Co., entered a plea of non vult, and on February 8, 1915, the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

155. Misbranding of "Lime Sulphur Solution." U. S. v. The Mechling Bros. Manufacturing Co. Plea of non vult. Fine, \$25. (I. & F. No. 238. Dom. No. 7382.)

On July 20, 1914, the United States attorney for the District of New Jersey, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against The Mechling Bros. Manufacturing Co., Camden, N. J., a corporation, alleging the shipment and delivery for shipment, on January 24, 1913, from Camden, in the State of New Jersey, to Philadelphia, in the State of Pennsylvania, of a quantity of an article called "Lime Sulphur Solution," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans labeled and branded as follows: "Lime Sulphur Solution (Representation of cluster of fruit) For Spraying Fruit Trees. Uses. San Jose Scale on Apples, Peaches, Plums, Pears, and Currants. Winter Spray 1-10 (Add 9 gal. water) Apple and Pear Scale and Codling Moth (with Lead Arsenate)—1-30 Blister Mite, Peach Leaf Curl, Oyster Shell Scale—1-10 * * * Mechling Bros. Mfg. Co. Camden, N. J. Philadelphia, Pa."

Misbranding of the article was alleged in the information in that it was an insecticide and fungicide other than Paris greens and lead arsenates, and that it consisted partially of inert substances, to wit, water and calcium sulphate, and the names and the percentage amounts of each of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the packages containing the insecticide and fungicide, nor, in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the insecticide and fungicide having insecticidal or fungicidal properties and the total percentage of the inert ingredients present in said insecticide and fungicide stated plainly and correctly, or at all, on each or any of the labels on the packages containing the said insecticide and fungicide.

On September 23, 1914, the defendant, The Mechling Bros. Manufacturing Co., entered a plea of non vult, and the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

156. Misbranding of "Bordeaux Mixture." Misbranding of "Bordo-Lead." U. S. v. Interstate Chemical Co. Plea of non vult. Sentence suspended. (I. & F. No. 255. Dom. Nos. 7391, 7392.)

On July 20, 1914, the United States attorney for the District of New Jersey, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against the Interstate Chemical Co., Jersey City, N. J., a corporation, alleging the shipment and delivery for shipment, from Jersey City, in the State of New Jersey, to Baltimore, in the State of Maryland, of a quantity of an article called "Bordeaux Mixture," and a quantity of an article called "Bordo-Lead," which were misbranded within the meaning of the Insecticide Act of 1910.

The "Bordeaux Mixture" was contained in 62 cans labeled and branded as follows: "Bordeaux Mixture (Paste) Key Brand (Design of key) Sprays that Pays Manufactured by Interstate Chemical Company, 12-14-16-18-20 Bayview Avenue, Jersey City, N. J. Guaranteed under the Insecticide Act of 1910 by the Interstate Chemical Company. Serial No. 23. Directions.—* * * Contains 60% moisture." Misbranding of the article was alleged in the information in that it was a fungicide, and that it consisted partially of inert substances which do not prevent, destroy, repel, or mitigate fungi, to wit, substances other than copper, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any of the labels on the packages of the fungicide, nor, in lieu of the names and percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the fungicide having fungicidal properties and the total percentage of the said inert ingredients present in the fungicide stated plainly and correctly, or at all, on each or any of the labels on the packages of the fungicide.

The "Bordo-Lead" was contained in 62 cans labeled and branded as follows: "Key Brand Bordo-Lead Fungicide and Insecticide—Two Sprays in one operation. Sprays that Pays. Key Brand (Design of key) Interstate Chemical Co. 12-20 Bayview Avenue, Jersey City, N. J. Guaranteed under the Insecticide Act of 1910, by the Interstate Chemical Company. Serial No. 23. Mixing Quick and Easy. Suspending Long and Readily Covering Evenly and Large Surface Adhering Long Killing Quick and Sure Contains Arsenic Oxide $7\frac{1}{2}\%$. Metallic Copper 2%. Directions for Use.—* * * ." Misbranding of the article was alleged in the information in that it was an insecticide and fungicide (1) and that it contained arsenic in a combination thereof, and the total amount of arsenic present was not stated, expressed as per centum of metallic arsenic, on each or any of the labels on the packages of the insecticide and fungicide; (2) and that it contained arsenic in a combination thereof and in water-soluble forms, and the total amount of arsenic present in water-soluble forms was not stated, expressed as per centum of metallic arsenic, or at all, on each or any of the labels on the packages of the insecticide and fungicide; (3) and that it consisted partially of inert substances which do not prevent, destroy, repel, or mitigate insects or fungi, to wit, substances other than copper and dry lead arsenate, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the packages of the insecticide and fungicide, nor, in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every one of the ingredients of the insecticide and fungicide having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients present in the insecticide and fungicide, stated plainly and correctly on each or any of the labels on the packages of the insecticide and fungicide.

On September 28, 1914, the defendant, the Interstate Chemical Co., entered a plea of non vult, and the court suspended sentence.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., April 29, 1915.

157. Misbranding of "Synol Soap." U. S. v. Johnson & Johnson. Plea of non vult. Fine, \$25. (I. & F. No. 258. Dom. No. 7480.)

On July 20, 1914, the United States attorney for the District of New Jersey, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against Johnson & Johnson, New Brunswick, N. J., a corporation, alleging the shipment and delivery for shipment, on November 22, 1912, from New Brunswick, in the State of New Jersey, to Kansas City, in the the State of Missouri, of a quantity of an article called "Synol Soap," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans labeled and branded as follows: "One (U. S. Standard) Gallon Synol Soap. Liquid Antiseptic Soap. No. 117—Guaranteed by Johnson and Johnson under the Food and Drugs Act, June 30th, 1906. (Designs of red crosses) Manufactured by Johnson and Johnson, New Brunswick, N. J., U. S. A. Synol Soap An antiseptic Liquid Soap for cleansing and sterilizing hands. For the toilet and bath, scalp diseases, etc. Directions. * * *"

Misbranding of the article was alleged in the information in that it was an insecticide and fungicide, and that it consisted partially of inert substances, to wit, water and glycerine, which substances do not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of each of said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the packages of the insecticide and fungicide, nor, in lieu of the names and the percentage amounts of the inert ingredients, were the names and the percentage amounts of each and every ingredient of the insecticide and fungicide having insecticidal and fungicidal properties, and the total percentage of the said inert ingredients present, stated plainly and correctly, or at all, on each or any of the labels on the packages of the insecticide and fungicide.

On October 5, 1914, the defendant, Johnson & Johnson, entered a plea of non vult, and the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., April 29, 1915

158. Misbranding of "John Stumpf's Magic Hoodoo Paper." U. S. v. Alvin T. Stumpf, Louis J. Stumpf, Archie C. Stumpf, and L. R. Stumpf. Plea of guilty. Fine, \$5 and costs. (I. & F. No. 225. Dom. No. 7078.)

At the February term, 1914, of the District Court of the United States for the Eastern District of Louisiana, the United States attorney for said district, acting upon the report of the Secretary of Agriculture, filed information in said court against Alvin T. Stumpf, Louis J. Stumpf, Archie C. Stumpf, and L. R. Stumpf, trading and doing business under the name and style of John Stumpf Sons, at Gretna, La., alleging the shipment and delivery for shipment, on August 20, 1912, from Gretna, in the State of Louisiana, to St. Paul, in the State of Minnesota, of a quantity of an article called "John Stumpf's Magic Hoodoo Paper," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained on sheets each labeled and branded as follows: "'Rids Houses of Ants.' Only Genuine and Original. Guaranteed. Never Fails. John Stumpf's Magic Hoodoo Paper. * * * Directions:—* * * This Paper Must Be Kept Dry. Beware of Frauds and Imitations. Be Sure and Get the Genuine Stumpf's Magic Hoodoo. Manufactured by John Stumpf & Sons, Pharmaceutical Chemists, Gretna, La." The sheets were contained in envelopes each labeled and branded as follows: "'Rids Houses of Ants.' Contents Directions Inside. John Stumpf's Magic Hoodoo Paper. * * * Only Genuine and Original. * * * Guaranteed. Never Fails to Drive Away Ants. Should not kill Children, Pet Dogs or Cats. Price, 15 cents Per Sheet. Mfd. by Jno. Stumpf Sons. Ph. Chemists, Gretna, La. Copyright Applied. * * *"

Misbranding of the article was alleged in the information in that it was an insecticide, and that the packages and labels thereof bore a statement regarding the insecticide which was false and misleading, and that the insecticide was labeled and branded so as to deceive and mislead the purchaser thereof, in that the statement, "Should not Kill Children, Pet Dogs or Cats," on each of the envelopes containing the insecticide, was false and misleading and would, and had the tendency to, deceive and mislead the purchaser of the insecticide by indicating and inducing such purchaser to believe that the insecticide was not poisonous to children and to pet dogs or cats, whereas, in fact and in truth, the insecticide was poisonous to children and to dogs and cats. Misbranding of the article was alleged further in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of inert substances, to wit, substances other than mercuric chlorid, which substances do not prevent, destroy, repel, or mitigate insects, and that the names and percentage amounts of each and every one of said inert ingredients were not stated plainly or otherwise on the labels of the insecticide, or on any of them, and that, in lieu of the names and percentage amounts of the said inert ingredients, the names and percentage amounts of each and every ingredient of the insecticide having insecticidal properties and the total percentage of said inert ingredients were not stated plainly or otherwise on the labels of the insecticide, or on any of them.

On June 9, 1914, the defendants entered a plea of guilty, and the court imposed a fine of \$5 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

159. Misbranding of "Lime-Sulphur." U. S. v. F. T. Walsh. Plea of nolo contendere. Information placed on file. (I. & F. No. 265. Dom. No. 8039.)

At the September term, 1914, of the District Court of the United States for the District of Massachusetts, the United States attorney for said district, acting upon the report of the Secretary of Agriculture, filed information in said court against F. T. Walsh, trading and doing business under the name and style of Thomas Leyland & Co., at Boston, Mass., alleging the shipment and delivery for shipment, on March 25, 1913, from Readville, in the State of Massachusetts, to Portland, in the State of Maine, of a quantity of an article called "Lime-Sulphur," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 40 cans labeled and branded as follows: "Lime-Sulphur Concentrated 'Oil-Seal' Brand 33° Strength 'Clean Fruit Brings the Money' Directions Dilute with cold water as follows: For Dormant Spray use 1-9 (5 gallons per barrelful). As a fungicide use 1-32 (1½ gallons per barrelful). As a complete spray use 2 lbs. Arsenate of Lead per barrelful in addition to the Lime Sulphur. Manufactured by Thos. Leyland & Co., Boston, Mass. 10.8 lbs. Net."

Misbranding of the article was alleged in the information in that it was a fungicide, and the statement, design, and device, to wit, "10.8 lbs. Net," borne on the packages and labels thereof, was false and misleading in that it conveyed the meaning and impression that each of the packages contained $10\frac{8}{10}$ pounds net of the article; and that it was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that each of the packages contained $10\frac{8}{10}$ pounds net of the article; whereas, in fact and in truth, each of the packages did not contain $10\frac{8}{10}$ pounds net of the article, but contained less than $10\frac{8}{10}$ pounds net thereof. Misbranding of the article was alleged further in that it was a fungicide, and each of the packages purported to state on the outside thereof its contents, that is to say, the words, figures and symbols, "10.8 lbs. Net," which appeared thereon operated to state the contents of each of the packages in terms of weight, that is to say, that each of the packages contained $10\frac{8}{10}$ pounds of the article, whereas, in fact and in truth, each of the pack-

ages contained less than $10\frac{8}{10}$ pounds of the article. Misbranding of the article was alleged further in that it was a fungicide, and that it consisted partially of inert substances to wit, water and calcium sulphate, which substances do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the packages of the article, nor, in lieu of the names and the percentage amounts of said inert ingredients, were the names and the percentage amounts of each and every ingredient of the fungicide having insecticidal or fungicidal properties and the total percentage of the said inert ingredients present in the article stated plainly and correctly, or at all, on each or any of the labels on the packages of the article.

On October 21, 1914, the defendant entered a plea of *nolo contendere*, and the information was placed on file.

C. F. MARVIN, *Acting Secretary of Agriculture*.

WASHINGTON, D. C., *April 29, 1915*.

160. Misbranding of "Richards' Tarbo Dip." U. S. v. Minneapolis Drug Co. Plea of guilty. Fine, \$20. (I. & F. No. 230. Dom. No. 7111.)

On October 6, 1914, the United States attorney for the District of Minnesota, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against the Minneapolis Drug Co., Minneapolis, Minn., a corporation, alleging the shipment and delivery for shipment, on October 1, 1912, from Minneapolis, in the State of Minnesota, to Fargo, in the State of North Dakota, of a quantity of an article called "Richards' Tarbo Dip," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in a package labeled and branded as follows: "Richards' Tarbo Dip * * * For Sheep, Cattle, Horses, Swine, Poultry, and All Live Stock. Guaranteed under the Food & Drugs Act of June 30, 1906, Guaranty No. 345. Minneapolis Drug Co. Minneapolis."

Misbranding of the article was alleged in the information in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which substance does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on the label on the package of the insecticide, nor in lieu of the name and the percentage amount of the said inert ingredient, were the names and percentage amounts of each and every ingredient of the insecticide having insecticidal properties and the total percentage of inert ingredients present in the insecticide stated plainly and correctly, or at all, on the package of the insecticide.

On October 6, 1914, the defendant, the Minneapolis Drug Co., entered a plea of guilty, and the court imposed a fine of \$20.

C. F. MARVIN, *Acting Secretary of Agriculture*.

WASHINGTON, D. C., *April 29, 1915*.

161. Misbranding of "A. and D. Louse Driver." U. S. v. William P. Abbott and John C. Dennison. Plea of guilty. Fine, \$10. (I. & F. No. 247. Dom. No. 7329.)

On June 16, 1914, the United States attorney for the District of Vermont, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against William P. Abbott and John C. Dennison, trading and doing business under the firm name and style of Abbott & Dennison, at Bellows Falls, Vt., alleging the shipment and delivery for shipment, on October 14, 1912, from Bellows Falls, in the State of Vermont, to Boston, in the State of Massachusetts, of a quantity of an article called "A. and D. Louse Driver," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained

in 144 packages labeled and branded as follows: "A. and D. Louse Driver Price 15 cents. For Poultry and Stock Prepared by Abbott & Dennison, Tory Hill Farm, Alstead, N. H., P. O. Bellows Falls, Vt. * * * Guaranteed by Abbott & Dennison under the Insecticide Act of 1910. Serial No. 393."

Misbranding of the article was alleged in the information in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of inert substances which do not prevent, destroy, repel, or mitigate insects, to wit, substances other than free sulphur, tar acids, and dead tar oils, and the names and the percentage amounts of each and every one of said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the packages of the insecticide, nor, in lieu of the names and percentage amounts of said inert ingredients, were the names and the percentage amounts of each and every ingredient of the insecticide having insecticidal properties and the total percentage of said inert ingredients present in the insecticide stated plainly and correctly, or at all, on each or any of the labels on the packages of the insecticide.

On October 14, 1914, the defendants entered a plea of guilty, and the court imposed a fine of \$10.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

162. Misbranding of "Bourbon Insecticide." U. S. v. Paul E. Shipp and J. F. Shipp. Plea of guilty. Fine, \$10. (I. & F. No. 203. Dom. No. 6980.)

On June 25, 1914, the United States attorney for the Eastern District of Kentucky, acting upon the report of the Secretary of Agriculture, filed an information in the District Court of the United States for said district against Paul E. Shipp and J. F. Shipp, trading and doing business under the firm name and style of the Bourbon Remedy Co., at Lexington, Ky., alleging the shipment and delivery for shipment, on January 1, 1912, of a quantity of an article called "Bourbon Insecticide," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans labeled and branded as follows:

"Kills Lice. A Disinfectant for the prevention of contagious diseases, destroys germs and all kinds of vermin and insects on fowls, animals, plants, etc. Bourbon Insecticide. * * * Price 25 cents. Bourbon Remedy Company, Incorporated, Sole Proprietors, Mfg. Chemists, Lexington, Ky. To Use Powder Punch out Holes in Top. Bourbon Insecticide. A Reliable and effective inhalent which destroys germs, prevents the spread of infectious diseases, kills lice, fleas and all vermin on fowls and animals, destroys insects and bugs on plants, bushes and vines, exterminates moths, roaches, bed bugs, ants, etc., perfectly harmless to persons, fowls and animals. Directions For Use. * * * For Vermin in Hen Houses.—Sweep out the house and close all the doors and windows, begin at the further end and walk backward, scattering the powder freely all over the floor and through the air, on the perches, and in the nests, everywhere thoroughly, leaving a dense cloud of powder suspended through the house. Gradually it settles in every crack and crevice, and wherever it reaches a louse, mite or other insect destroys it. For Preventing The Spread of Roup, Gapes, And Other Infectious Diseases.—Leave the fowls in the house and dust as above. It will not kill or hurt them, but the sneezing will be terrific, and every particle of mucus that has accumulated in the air-passages and throat will be expelled, and the medicated powder will reach every portion of the diseased membrane and cure it. In gapes it kills the worms in the air-passages and makes the chicken cough them up. * * * For Garden Plants, Vines, Rose Bushes, etc.—Dust them with the powder in the morning when the dew is on, or directly after a rain. Also sprinkle the powder on the ground underneath the plants. This will kill all insect life and will not injure the plants. As A Disinfectant.—For Poultry Houses, Coops, Stables, Sinks, Closets,

Drains, Urinals, Garbage Cans, etc., this powder will destroy all disease germs, objectionable odors, foul gases, etc., and purify the atmosphere."

Misbranding of the article was alleged in the information in that it was an insecticide, and that the labels on the packages bore statements regarding the article which were false and misleading, and that the article was labeled or branded so as to deceive or mislead the purchaser thereof: in this, that the labels on the packages bore statements to the effect that the article was a disinfectant and would prevent contagious diseases, would destroy germs, would destroy all disease germs, objectionable odors, and foul gases, and would purify the atmosphere, whereas in truth and in fact the article was not an effective disinfectant, would not prevent contagious diseases, would not destroy all germs, objectionable odors, and foul gases, and would not purify the atmosphere; in this, that the labels on the packages bore statements to the effect that the article was a reliable and effective inhalant which would destroy germs and prevent the spread of infectious diseases, whereas in truth and in fact the article was not a reliable and effective inhalant and would not destroy all germs and would not prevent the spread of contagious diseases; in this, that the labels on the packages bore statements to the effect that the article would destroy all kinds of vermin and insects on fowls, animals, and plants, that it would kill all vermin on fowls and animals, that it would destroy insects and bugs on plants, bushes, and vines, that it would exterminate roaches and bedbugs, and that it would kill all insect life on plants, whereas in truth and in fact the article would not destroy all kinds of vermin and insects on fowls, animals, and plants, would not kill all vermin on fowls and animals, would not destroy all insects and bugs on plants, bushes, and vines, would not effectively exterminate roaches and bedbugs, and would not kill all insect life on plants; in this, that the labels on the packages bore a statement to the effect that the article when applied in henhouses according to direction thereto on said labels would destroy any insect wherever the article reached such insect, whereas in truth and in fact the article when so applied would not destroy any insect wherever the article reached such insect; in this, that the labels on the packages bore a statement to the effect that the article, when applied for preventing the spread of infectious diseases of poultry according to the directions thereto on said labels, would cure diseased membranes, whereas in truth and in fact the article when applied according to said directions would not cure diseased membranes in certain diseases of fowls; and in this, that the labels on the packages bore a statement to the effect that in gapes in poultry the article, when applied for preventing the spread of gapes in poultry according to the directions thereto on said labels, would kill the worms in the air passages, whereas in truth and in fact the article when so applied would not kill the worms in the air passages.

On October 19, 1914, the defendants entered a plea of guilty and the court imposed a fine of \$10.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

163. Misbranding of "Bourbon Lice Killer." U. S. v. Paul E. Shipp and J. F. Shipp. Plea of guilty. Fine, \$10. (I. & F. No. 219. Dom. No. 7538.)

On June 25, 1914, the United States attorney for the Eastern District of Kentucky, acting upon the report of the Secretary of Agriculture, filed information in the District Court of the United States for said district against Paul E. Shipp and J. F. Shipp, trading and doing business under the firm name and style of the Bourbon Remedy Co., at Lexington, Ky., alleging the shipment and delivery for shipment, on July 18, 1912, from Lexington, in the State of Kentucky, to Indianapolis, in the State of Indiana, of a quantity of an article called "Bourbon Lice Killer," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 18 cans labeled and branded as follows: "Bourbon Lice Killer. Disinfectant and

Germicide. For Poultry and Hogs. Kills Lice and Mites. Disinfects, Cleanses, Purifies. Manufactured by Bourbon Remedy Company, Lexington, Ky., U. S. A. Serial No. 6119. * * * Directions For Use. To Kill Chicken Lice, Mites and Germs.—To one (1) part of Bourbon Lice Killer add slowly ten (10) parts of lukewarm water, stirring the mixture constantly while adding the water and until an elegant milk white emulsion is formed. Spray, sprinkle, or brush this solution freely over the floor, on the walls and roosts, in the nests, and in every crack and crevice where lice, mites and germs can hide. For Body Lice on Fowls.—Dip them in the solution on a warm day and place them in a warm room to dry. Or dust them with Bourbon Insecticide or some other good insect powder. * * *.”

Misbranding of the article was alleged in the information in that it was an insecticide, and that the packages or labels thereof bore statements regarding the article which were false and misleading, and that the article was labeled or branded so as to deceive or mislead the purchaser thereof, in this, that the statements on each of the labels directing and recommending the use of the insecticide prepared in the manner and strength and proportions and applied to fowls in the method and manner stated and directed on the labels for body lice on fowls, were false and misleading, and deceived and mislead the purchaser of the insecticide into the belief that the insecticide, when prepared and applied to fowls according to the said statements and directions, could be used with safety and without injury to such fowls, whereas, in truth and in fact, the insecticide, when prepared in the manner and strength and proportions and applied to fowls in the method and manner stated and directed on the labels for body lice on fowls, caused the death of such fowls. Misbranding of the article was alleged further in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which substance does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on the labels on the packages of the insecticide, nor, in lieu of the name and percentage amount of the said inert ingredient, were the names and percentage amounts of each and every ingredient of the insecticide having insecticidal properties and the total percentage of the inert ingredients present in the insecticide stated plainly and correctly, or at all, on the labels on the packages of the insecticide.

On October 14, 1914, the defendants entered a plea of guilty, and the court imposed a fine of \$10.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

164. Misbranding of "Red Diamond Fly Shake." U. S. v. Meyer Bros. Drug Co. Plea of guilty. Fine, \$20 and costs. (I. & F. Nos. 242, 243. Dom. Nos. 7434, 8203.)

On June 16, 1914, the United States attorney for the Eastern District of Missouri, acting upon the report of the Secretary of Agriculture, filed information, in two counts, in the District Court of the United States for said district against Meyer Bros. Drug Co., St. Louis, Mo., a corporation, alleging the shipment and delivery for shipment, on June 29, 1912, from St. Louis, in the State of Missouri, to Texarkana, in the State of Arkansas, and the shipment and delivery for shipment, on July 15, 1913, from St. Louis, in the State of Missouri, to Sioux City, in the State of Iowa, of quantities of an article called "Red Diamond Fly Shake," which were misbranded within the meaning of the Insecticide Act of 1910. The article in each shipment was contained in six cans labeled and branded as follows: "Red Diamond Fly Shake M B Quality One Gallon To thin out, add kerosene (Representation of cow) * * * Repels Lice and Vermin on All Kinds of Live Stock. A Sure Protection from Flies, Mosquitoes, Gnats, etc. Increases Milk yield and Butter Fat—Saves Feed. Directions:— * * * Meyer Brothers Drug Co. Saint Louis."

Misbranding of the article was alleged in each count of the information in that it was an insecticide: and that the words "One Gallon," borne on the labels on the packages of the insecticide, were false and misleading in that they conveyed the meaning and impression that each of the packages contained 1 gallon of the insecticide, whereas, in fact and in truth, each of the packages contained less than 1 gallon of the insecticide; and that the insecticide was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that each of the packages contained 1 gallon of the insecticide, whereas, in fact and in truth, each of the packages contained less than 1 gallon of the insecticide; and that the insecticide was in package form, and the contents of each package were stated on the labels on the outside thereof in terms of measure, to wit, "One Gallon," which words operated to state the contents of each package as 1 gallon of the insecticide, and the contents of each package were not correctly stated in that each of the packages, in fact and in truth, contained less than 1 gallon.

On November 11, 1914, the defendant, Meyer Bros. Drug Co., entered a plea of guilty, and the court imposed a fine of \$10 and costs on each of the two counts.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *April 29, 1915.*

165. Misbranding of "Besto Stock Dip." U. S. v. Elmer K. Cole and I. J. Ketman. Plea of guilty. Fine, \$20 and costs. (I. & F. No. 222. Dom. No. 7118.)

On July 7, 1914, the United States attorney for the Southern District of Iowa, acting upon the report of the Secretary of Agriculture, filed information in the district court of the United States for said district against Elmer K. Cole and I. J. Ketman, trading and doing business under the name and style of Scarless Remedy Co., at Winterset, Iowa, alleging the shipment and delivery for shipment, on June 19, 1912, from Winterset, in the State of Iowa, to Sioux Falls, in the State of South Dakota, of a quantity of an article called "Besto Stock Dip," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in six cans labeled and branded as follows: "Besto Stock Dip. (Representation of hogs, cattle, horses, and sheep) Scarless Remedy Co. Winterset, Iowa. Besto Stock Dip A Non-Poisonous Preparation For Killing Disease Germs, Lice, Fleas, Nits, and Mites. * * * Directions. * * * Horses and Cattle. Ticks and Lice.—Dip completely in a solution of 1 gallon Besto Dip to 60 gallons of water. Repeat operation in a week or ten days. If dipping is impossible apply solution with spray pump or stiff brush until hair is thoroughly saturated. * * * ."

Misbranding of the article was alleged in the information in that it was an insecticide, and that the package or labels thereof bore words and statements regarding the article which were false and misleading, and that the insecticide was labeled and branded so as to deceive and mislead the purchaser thereof: (1) in this, that the statements on the labels to the effect that the insecticide was nonpoisonous were false and misleading and deceived and misled the purchaser of the insecticide into the belief that the insecticide was nonpoisonous, whereas, in fact and in truth, the insecticide was not nonpoisonous; (2) in this, that the words and statements on the labels directing the treatment of horses and cattle infested with ticks with the insecticide prepared in the strength and applied in the manner directed on the labels were false and misleading, and deceived and misled the purchaser into believing that the insecticide, if prepared in the strength and applied in the manner directed, would free such animals of cattle ticks, whereas, in fact and in truth, the insecticide, when prepared in the strength and applied in the manner directed to horses or cattle infested with cattle ticks, would not free such animals of cattle ticks. Misbranding of the article was alleged further in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which substance does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of said

inert ingredient were not stated plainly and correctly, or at all, on the labels on the packages of the insecticide, nor, in lieu of the name and the percentage amount of said inert ingredient, were the names and the percentage amount of each and every ingredient of the insecticide having insecticidal properties and the total percentage of the inert ingredients present in the insecticide stated plainly and correctly, or at all, on the labels on the packages of the insecticide.

On November 17, 1914, the defendants, Elmer K. Cole and I. J. Ketman, entered a plea of guilty, and the court imposed a fine of \$10 and costs on each defendant.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., April 29, 1915.